

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

TUNNEL WORKER (LABORER)
(ALL CLASSIFICATIONS)

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,
RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA
BARBARA, AND VENTURA COUNTIES

TUNNEL MASTER AGREEMENT

between

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.

and

SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

**AFFILIATED WITH THE LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, AFL-CIO**

This AGREEMENT entered into this 1st day of July, 2000, by and between the **Associated General Contractors of California, Inc.** hereinafter called the **ASSOCIATION**, and the **Southern California District Council of Laborers** affiliated with the **Laborers' International Union of North America, AFL-CIO**, and its affiliated Local Unions, or any or all of them, hereinafter referred to as the **UNION**.

SECTION 1 - GENERAL PROVISIONS

The term Association shall refer to the Associated General Contractors of California, Inc.

The term Employer (or Contractor) shall refer to a person, firm or corporation party to this Agreement.

The term Union means the Southern California District Council of Laborers and its affiliated Local Unions.

The term Employee (or Employees) means the employed person or persons.

The term Workmen means persons in the Labor Market not employed. All personal nouns and pronouns refer to the male and female gender.

(a) This Agreement shall cover the **CONSTRUCTION, ALTERATION, REPAIR AND DEMOLITION** of tunnels, subways, shafts, raises and all underground excavations including lining of same. All open cut work shall be excluded from this Agreement including open cut work which is covered over or decked with wood, steel or other substitute material.

(b) This Agreement shall apply to any employee who performs work falling within the recognized jurisdiction of those local unions of the Laborers' International Union of

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(8) or more hours prior to the scheduled starting time of the Monday day shift and continues to work after such starting time shall continue to receive the double time wage rate.

F. Maintenance Work. Workmen employed on Saturdays, Sundays and holidays to perform maintenance or repair work (that is, work other than actual construction) shall be paid under the same provisions they worked during the regular work week at the applicable overtime rate of pay. Workmen employed on Sundays or holidays on maintenance or repair work shall be paid at double the regular straight time rate.

G. Overtime Rates. In all eleven Southern California Counties covered by this Agreement, all time worked before a regularly scheduled shift begins, after same shift ends, or work performed on Saturday shall be paid for at time and one-half the regular straight time rate. All work performed on Sundays or holidays shall be paid for at double the regular straight time hourly rate. Overtime hours shall be computed to the next one-quarter hour ($\frac{1}{4}$).

Employees working a complete shift of shift work on overtime days shall receive eight (8) hours' pay at the overtime rate for eight (8) hours work.

Overtime shall be calculated on a daily basis and shall be reckoned by the quarter ($\frac{1}{4}$) hour.

H. Camps. When the individual employer sets up a camp or boarding house on a project, the charge made to an employee for board and room shall not exceed the subsistence rate paid incurred during a calendar week.

Special Single Shift.

I. When the individual employer produces evidence in writing to the appropriate Local Union of the Union of a bonafide job requirement for a public agency or a public utility which certifies that work can only be done outside the normal shift hours, and notifies the appropriate Local Union of the Union by certified mail at least three (3) days prior to the start of such special shift, the individual employer may initiate such special shift of eight (8) consecutive hours (not in conjunction with any other shift), exclusive of meal period, Monday through Friday. The straight time rate for such special shift shall be two dollars and fifty cents (\$2.50) per hour above the appropriate straight time wage otherwise specified in this Agreement. Any work performed on Saturday and Sunday shall be paid as outlined herein at the applicable overtime rate of pay.

SECTION 17(2) - PARKING

A. In the event free parking facilities are not available within a reasonable distance of the

jobsite, the individual employer will provide such parking facilities and the individual employer shall have the right to designate parking areas to be used.

Where, because of congested parking conditions, it is necessary to use public parking facilities the individual employer shall reimburse the employees for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, submitted weekly. Such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier.

On remote jobs when the access to where the work is being performed (to a job or project or within a job or project) is unsuitable, and no parking facilities are provided within a five (5) minute walk from where the work is being performed, the individual employer shall transport the employees to and from the place where the work is being performed and such transporting shall be one-half (½) on the individual employer's time.

B. Any employees such as flagmen shall be furnished adequate relief for the use of toilet facilities.

SECTION 18 - RECOGNIZED HOLIDAYS

The following days are recognized as holidays:

New Year's Day	Veterans' Day
Memorial Day	Thanksgiving Day
Fourth of July	Day after Thanksgiving
Labor Day	Christmas Day

If any of the above holidays falls on Sunday, the Monday following shall be considered a holiday.

At such a time as Federal Laws designate certain of the foregoing holidays to be celebrated on Monday, the same shall apply to this Agreement.

SECTION 19 - GUNITE

When Guniting work is sublet, the subcontractor shall be signatory to, and comply with all of the terms and conditions contained in that agreement known as the Southern California District Council of Laborers 11 County Guniting Agreement. If not sublet, the rates and provisions of this Agreement shall apply to the Guniting Work.

SECTION 20 - STEWARD

A. The Union may select an employee on the job as a Steward and he shall be a working

L. In addition to any other remedies under this Article, the union may terminate the participation of a delinquent contractor. Notice of such termination shall be sent to the Contractor, and each of the employees listed on the last report submitted by that Contractor, and shall be effective 30 days from such notice. Upon termination, no employee of the delinquent Contractor shall accrue credit for any benefits for hours worked for that Contractor. However, termination shall not end or alter the obligations of the Contractor (or any Contractor subcontracting to that Contractor) under this Article. In addition to any other damages under this Article, a Contractor so terminated shall be liable to the Trust Funds for the cost of notice, and shall be liable to its employees for the value of any benefits lost in an amount not exceeding the hourly contributions and liquidated damages that would otherwise have been due.

SECTION 32 - PRE-JOB CONFERENCE

There shall be a pre-job conference prior to the start of a job or project, at the option of either party, where the agreed or estimated price to be paid the individual employer and any of his or its subcontractors is one million dollars (\$1,000,000.00) or more or where construction conditions or remoteness of the project warrant it.

The individual employer shall notify, in writing, the appropriate Local Union of the Union of an award of work within ten (10) days thereof so that a pre-job conference can be arranged.

SECTION 33 - EMPLOYEES NOT TO BE DISCHARGED FOR RECOGNIZING AUTHORIZED PICKET LINES

No employee covered hereby may be discharged by an individual employer for refusing to cross a primary picket line established by an international union affiliated with the Building and Construction Trades Department of the American Federation of Labor - Congress of Industrial Organizations or a Local Union thereof, or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America or a Local Union thereof, which picket line has been authorized or sanctioned by the Local Building and Construction Trades Council having jurisdiction over the area in which the job is located after the individual employer involved has been notified and has had an opportunity to be heard. Said notice shall be in writing and mailed to the individual employer involved at his last known address. This Section shall not apply to jurisdictional disputes.

SECTION 34 - SUBSISTENCE

1. In the subsistence area, as herein defined in Exhibit "A" subject to the exceptions noted below, subsistence shall be paid at the rate of thirty dollars (\$30.00) per scheduled workday. There shall be no prorating of subsistence. Subsistence shall apply to workmen

and/or employees who report to work and for whom no work is provided.

2. An employee or workman who is required to report or perform any work in a subsistence area for any portion of the day or shift shall receive the established subsistence rate for the entire day or shift.

3. No subsistence need be furnished or paid in the following instances:

(a) When the work performed on the job or project is located within the free zone designated in Exhibit "A".

(b) When the home of an employee, at the time a job is bid or commitment made on non-bid projects is located within sixty (60) road miles of the job or project which is located in the subsistence area.

(c) When the work performed on the job or project is located within fifty (50) road miles of the City Hall of Bishop, California.

4. Subsistence shall be paid at the rate of thirty-two dollars (\$32.00) per scheduled workday in the Counties of Inyo and Mono including Trona designated in Exhibit "A".

5. Subsistence as provided in Paragraph I-1 hereof shall be paid on jobs on the following offshore islands:

Richarson Rock	San Miguel Island
Santa Cruz Island	Santa Barbara Island
Arch Rock	San Clemente Island
San Nicholas Island	Santa Rosa Island
Santa Catalina Island	Anacapa Island

(1) Employees reporting at the embarkation point for travel to the above-named islands shall be paid travel time from the mainland to the islands and return at the straight-time rate and in no event shall the travel time be less than one (1) hour regardless of mode of travel.

6. In lieu of subsistence, the Contractor may provide and maintain acceptable room and board or immediately adjacent to the project seven (7) days per week in compliance with California State Laws.

SECTION 35 - COMPENSATION FOR TRAVEL WITHIN TUNNEL

A. The individual employer shall pay employees covered by this Agreement working within the tunnel, adits, or shafts, on a portal to portal basis as follows: The hours of employment

of such employee shall commence at the portal of the tunnel, adit or shaft at which he is directed by the individual employer to report for work on his shift and shall end at such portal.

B. If a change house is located more than one thousand, two hundred, fifty (1,250) feet from a portal, adit or shaft, then the time of work shall start, for pay purposes, at the change house.

SECTION 36 - CHANGE OF NAME OR STYLE

A. This Agreement is binding upon each individual employer regardless of whether or not he or it changes the name or type or address of his or its business. Each individual employer shall give notice in writing to said District Council of any intent to change the name, type, or address of his or its business, or to perform business under more than one name or type or at more than one address, prior to the adoption of a new or different name, type, or address, or the addition of new names or types or addresses, as specified herein.

B. Nothing in this paragraph shall be construed as adding to the scope of work covered by this Agreement.

SECTION 37 - WAGE RATES

There is attached hereto, and by this reference made a part hereof, Appendix "A", containing the wage rates to be paid in the various classifications for work performed under the terms of this Agreement.

SECTION 38 - EFFECTIVE & TERMINATION DATE

The term of this Agreement is July 1, 2000, to June 30, 2003, and from year to year thereafter unless either the Union or the Association give written notice received by the other not less than sixty (60) days prior to June 30, 2003, or sixty (60) days prior to June 30 of any subsequent year, of a desire to change, amend, modify, or terminate the Agreement.

SECTION 39 - PUBLIC WORKS PROJECTS DAVIS-BACON ACT AND RELATED STATUTES

A. In the event an individual Employer bids a public job or project being awarded by a federal, state, county, city or public entity which is to be performed at a predetermined and/or prevailing wage rate established by the Secretary of the U.S. Department of Labor (pursuant to Public Law 74-403 as amended by Public Law 88-349 whose regulations are contained in 29 CFR Parts 1,3,5 and 7, and which determinations are published in the Federal Register), or by the Director of the California Division of Industrial Relations, or